

1 BILL NO. S-85-03-32

2 SPECIAL ORDINANCE NO. S-39-85

3 AN ORDINANCE awarding a Contract
4 by and between the City of Fort Wayne,
5 Indiana, through its Board of Public
Works and Safety and Fleming Excavating,
Inc., for the development of Summit Park.

6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
7 THE CITY OF FORT WAYNE, INDIANA:

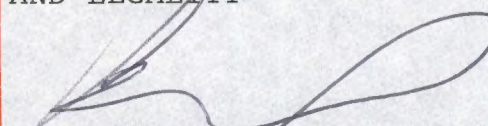
8 SECTION 1. The Agreement between the City of Fort Wayne,
9 Indiana, by and through its Board of Public Works and Safety and
10 Fleming Excavating, Inc., for certain work to be performed at
11 Summit Park for a total cost of One Million Four Hundred Eighty-
12 One Thousand Six Hundred Sixty-Two and 22/100 Dollars (\$1,481,662.22),
13 is hereby ratified and approved.

14 SECTION 2. The Board of Public Works and Safety, through
15 its members, is empowered and authorized to execute all Contract
16 documents awarding the Contract to Fleming Excavating, Inc., as
17 noted on the attached Contract documentation.

18 SECTION 3. That this Ordinance shall be in full force
19 and effect from and after its passage and any and all necessary
20 approval by the Mayor.

21 
22 Councilmember

23 APPROVED AS TO FORM
24 AND LEGALITY

25 
26 Bruce O. Boxberger, City Attorney
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Read the first time in full and on motion by E. E. E. E., seconded by Bradbury, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____.M., E.S.

DATE: 3-12-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by E. E. E. E., seconded by Talarico, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 3-26-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-39-85 on the 26th day of March, 1985,

ATTEST: (SEAL)
Sandra E. Kennedy Mark E. G. G. G.
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of March, 1985, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of March, 1985, at the hour of 11:30 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE I
SANITARY SEWERS

RES. NO. 74 - 150-2
E.D.A. NO. 06-01-02027

CONTRACTOR			ENGINEER/CDD ESTIM.		FLEMING EXC., INC.		T-G EXCAVATING, INC.		JOHN DEHNER, INC.		BERCOT, INC.				
NON-COLLUSION AFFIDAVIT															
LEGAL STATUS OF BIDDERS															
BID BOD															
MBE / WBE STATEMENT															
MINORITY FEMALE STATEMENT															
EQUAL EMPLOYMENT STATEMENT															
FINANCIAL STATEMENT															
CERTIFICATION OF NON - SEGREGATED FACILITIES															
ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	BASE BID														
	8" Sewer Pipe	440+ LF	8,360.00	16.50	7,260.00	12.60	5,544.00	17.94	7,893.60	17.00	7,480.00				
	10" Sewer Pipe	1,700+LF	35,700.00	17.00	28,900.00	18.00	30,600.00	19.50	33,150.00	18.00	30,600.00				
	15" Sewer Pipe	1,550+LF	38,750.00	26.50	41,075.00	22.40	34,720.00	28.17	43,663.50	20.00	31,000.00				
	15" D.I. Casing Pipe Class 51	60+LF	1,200.00	20.00	1,200.00	34.00	2,040.00	28.81	1,728.60	40.00	2,400.00				
	Std. 48" MH Type I-A	10+EA	15,000.00	1,475.00	14,750.00	1,540.00	15,400.00	1,223.64	12,236.40	1,200.00	12,000.00				
	Std. 48" MH Type VI-A (drop MH)	2 + EA	4,000.00	2,500.00	5,000.00	2,280.00	4,560.00	1,927.53	3,855.06	1,600.00	3,200.00				
	6" 'T' or 'WYE' (incl. risers as necessary plus plugs)	11+ EA	1,100.00	115.00	1,265.00	205.00	2,255.00	211.11	2,322.21	100.00	1,100.00				
	6" Sewer Tap Line	270+ LF	2,700.00	9.00	2,430.00	10.00	2,700.00	15.24	4,114.80	10.00	2,700.00				
	12" and 15" Pipe Bulkheads (one of each)	Lump Sum	200.00	300.00	300.00	300.00	300.00	99.00	99.00	500.00	500.00				
	Special Backfill #53 or #73	350+ CY	4,450.00	9.90	3,465.00	12.90	4,515.00	11.67	4,084.50	13.00	4,550.00				
	SUBTOTAL OF BASE BID		111,460.00		105,645.00		102,634.00		113,147.67		95,530.00				
	ALTERNATE #1 (Matrix Way)														
	8" Sewer Pipe	490+ LF	9,310.00	17.50	8,575.00	17.90	8,771.00	23.09	11,314.10	17.00	8,330.00				
	Std. 48" MH Type I-A	1+ EA	1,500.00	1,400.00	1,400.00	1,650.00	1,650.00	1,368.18	1,368.18	1,200.00	1,200.00				
	6" 'T' or 'Y' (incl. risers as necessary plus plugs)	4+ EA	400.00	85.00	340.00	250.00	820.00	173.26	693.04	100.00	400.00				
	6" Sewer Tap Line	170+ LF	1,700.00	9.00	1,530.00	10.00	1,700.00	19.25	3,272.50	10.00	1,700.00				
	Special Backfill #53 or #73	400+ CY	5,200.00	9.90	3,960.00	12.90	5,160.00	11.67	4,668.00	13.00	5,200.00				
	SUBTOTAL OF ALTERNATE #1		18,110.00		15,805.00		18,101.00		21,315.82		16,830.00				
	ALTERNATE #2 (Disc Drive) (DELETE)														
	8" Sewer Pipe	770+ LF	14,630.00	16.50	12,705.00	13.10	10,087.00	17.40	13,398.00	17.00	13,090.00				
	Std. 48" MH Type I-A	3+ EA	4,500.00	1,275.00	3,825.00	1,560.00	4,680.00	1,258.22	3,774.66	1,200.00	3,600.00				
	6" 'T' or 'Y' (incl risers as necessary plus plugs)	5+ EA	500.00	85.00	425.00	250.00	1,025.00	120.65	603.25	100.00	500.00				
	6" Sewer Tap Line	250+ LF	2,500.00	9.00	2,250.00	10.00	2,500.00	19.25	4,812.50	10.00	2,500.00				
	Special Backfill #53 or #73	300+ CY	3,900.00	9.90	2,970.00	12.90	3,870.00	11.67	3,501.00	13.00	3,900.00				
	SUBTOTAL OF ALTERNATE #2		26,030.00		22,175.00		22,162.00		26,089.41		23,590.00				
	TOTAL COST OF PHASE I (SANITARY SEWERS)		155,600.00		143,625.00		142,897.00		160,552.90		135,950.00				
	BASE BID & ALT. NO. 1 - TOTAL		129,570.00												

RES. NO. 74 - 150-2
E.D.A. NO. 06-01-02027

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE III
STORM SEWERS (CONTINUED)

RES. NO. 74 - 150-2
E.D.A. NO. 06-01-02027

CONTRACTOR			ENGINEER/CDP ESTIM.		FLEMING EXC., INC.		T-G EXCAVATING, INC.		JOHN DEHNER, INC.		BERCOT, INC.			
NON-COLLUSION AFFIDAVIT														
LEGAL STATUS OF BIDDERS														
BID BOD														
MBE / WBE STATEMENT														
MINORITY FEMALE STATEMENT														
EQUAL EMPLOYMENT STATEMENT														
FINANCIAL STATEMENT														
CERTIFICATION OF NON - SEGREGATED FACILITIES														
ITEM NO.	DESCRIPTION		UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	ALTERNATE #2 (Disc Drive)	(DELETE)												
	12" RCP Class IV		90+ LF	1,800.00	18.50	1,665.00	17.70	1,593.00	18.18	1,636.20	19.00	1,710.00		
	18" RCP Class III		125+ LF	3,250.00	27.00	3,375.00	23.50	2,937.50	23.48	2,935.00	21.50	2,687.50		
	21" RCP Class III		280+ LF	8,400.00	32.00	8,960.00	26.70	7,476.00	28.31	7,926.80	27.00	7,560.00		
	27" RCP Class III		475+ LF	16,625.00	38.50	18,287.50	32.50	15,437.50	36.18	17,185.50	40.50	19,237.50		
	30" RCP Class III		325+ LF	13,000.00	44.00	14,300.00	41.60	13,520.00	43.32	14,079.00	45.00	14,625.00		
	Std. 48" MH Type I-A		2+ EA	4,500.00	1,050.00	2,100.00	1,036.00	2,072.00	1,211.10	2,422.20	1,000.00	2,000.00		
	Std. 48" MH Type I-C		1+ EA	1,700.00	1,000.00	1,000.00	1,029.00	1,029.00	1,103.85	1,103.85	1,050.00	1,050.00		
	Std. 48" MH Type I-G		1+ EA	1,600.00	900.00	900.00	1,036.00	1,036.00	1,182.06	1,182.06	1,000.00	1,000.00		
	Std. 60" MH Type II-A		1+ EA	2,500.00	2,050.00	2,050.00	2,041.00	2,041.00	2,019.60	2,019.60	2,000.00	2,000.00		
	Std. Inlet Type I-C		3+ EA	2,250.00	450.00	1,350.00	680.00	2,040.00	725.67	2,177.01	650.00	1,950.00		
	Special Backfill #53 or #73		250+ CY	3,250.00	9.90	2,475.00	12.90	3,225.00	11.67	2,917.50	13.00	3,250.00		
	SUBTOTAL OF ALTERNATE #2			58,875.00		56,462.50		52,407.00		55,584.72		57,070.00		
	TOTAL COST OF STORM SEWERS			269,240.00		263,302.50		264,067.50		270,534.88		277,450.00		

PROJECT: SUMMIT INDUSTRIAL PARK				PHASE III STREETS				RES. NO. 74 - 150-2 E.D.A. NO. 06-01-02027					
CONTRACTOR		ENGINEER/CDP ESTIM.		FLEMING EXC., INC.		T-G EXCAVATING, INC.		JOHN DEHNER, INC.		BERCOT, INC.			
NON-COLLUSION AFFIDAVIT													
LEGAL STATUS OF BIDDERS													
BID BOD													
MBE / WBE STATEMENT													
MINORITY FEMALE STATEMENT													
EQUAL EMPLOYMENT STATEMENT													
FINANCIAL STATEMENT													
CERTIFICATION OF NON - SEGREGATED FACILITIES													
ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	BASE BID - INNOVATION BOULEVARD												
	Pavement Removal	387+ SY	812.70	3.50	1,354.50	23.00	8,901.00	5.50	2,128.50	5.00	1,935.00		
	Curb Removal	740+ LF	1,850.00	3.50	2,590.00	1.60	1,184.00	3.30	2,442.00	2.50	1,850.00		
	Common Excavation	7,122+CY	9,494.60	1.52	10,825.44	1.90	13,531.80	2.97	21,152.34	4.00	28,488.00		
	Concrete Curb & Gutter Type II-B	6,838+LF	27,010.10	8.25	56,413.50	8.63	59,011.94	8.69	59,422.22	9.11	62,294.18		
	Compacted Aggregate Type "0" (6-in. depth) (To be placed under curb)#53	470+ TN	3,995.00	8.00	3,760.00	6.37	2,993.90	6.60	3,102.00	6.90	3,243.00		
	Asphalt Base No. 5D (880 #/SY)	5,200+TN	122,200.00	24.50	127,400.00	24.74	128,648.00	24.97	129,844.00	26.11	135,772.00		
	Asphalt Binder No. 9 (220 #/SY)	1,300+TN	32,825.00	25.25	32,825.00	25.60	33,280.00	25.83	33,579.00	27.00	35,100.00		
	Asphalt Surface State Mix 11-B (110 #/SY)	660+ TN	18,546.00	28.75	18,975.00	29.08	19,192.80	29.35	19,371.00	30.68	20,248.80		
	Bituminous Mixture for Approach	60+ TN	2,700.00	45.60	2,736.00	45.23	2,713.80	45.65	2,739.00	47.73	2,863.80		
	Tack Coat 0.08 Gal./SY	8+ TN	2,600.00	260.00	2,080.00	267.00	2,136.00	269.50	2,156.00	281.75	2,254.00		
	Special Borrow #53 or #73 Stone (Backfill for Water Trench)	1,348+TN	11,458.00	9.90	13,345.20	11.47	15,461.56	6.44	8,681.12	13.00	17,524.00		
	Sign - NO PARKING (R-8-3) 12" x 18"	20+ EA	800.00	60.00	1,200.00	65.00	1,300.00	59.40	1,188.00	68.31	1,366.20		
	Sign - SPEED LIMIT 30 (R2-1) 24" x 30"	4+ EA	200.00	60.00	240.00	65.00	260.00	59.40	237.60	68.31	273.24		
	Sign - STOP (R1-1) 30" x 30"	2+ EA	150.00	115.00	230.00	120.00	240.00	110.55	221.10	127.08	254.16		
	Sign - Keep Right Symbol (R4-7) 24" x 30"	3+ EA	150.00	60.00	180.00	65.00	195.00	59.40	178.20	68.31	204.93		
	Pavement Markings (6" Yellow Thermoplastic)	6,068+LF	8,191.80	.54	3,276.72	.55	3,337.40	.48	2,912.64	.75	4,551.00		
	Pavement Markings (6" White Thermoplastic)	1,000+LF	1,350.00	.54	540.00	.55	550.00	.48	480.00	.75	750.00		
	SUBTOTAL OF BASE BID		244,333.20		277,971.36		292,937.20		289,834.72		318,972.31		
	ALTERNATE #1 - MATRIX WAY												
	Common Excavation	1,240+CY	3,596.00	1.52	1,884.80	1.95	2,418.00	2.97	3,682.80	4.00	4,960.00		
	Concrete Curb & Gutter	2,115+LF	8,354.25	8.25	17,448.75	8.63	18,252.45	8.69	18,379.35	9.11	19,267.65		
	Compacted Aggregate Type "0" No. 53 (6" Depth to be used under curb)	240+ TN	2,040.00	8.00	1,920.00	6.37	1,528.80	6.60	1,584.00	6.90	1,656.00		
	Asphalt Base No. 5 D (880 #/SY)	2,150+TN	50,525.00	24.50	52,675.00	24.74	53,191.00	24.97	53,685.50	26.11	56,136.50		
	Asphalt Binder No. 9 (220 #/SY)	540+ TN	13,635.00	25.25	13,635.00	25.60	13,824.00	25.83	13,948.20	27.00	14,580.00		
	Asphalt Surface State Mix 11-B (110 #/SY)	270+ TN	7,587.00	28.75	7,762.50	29.08	7,851.60	29.35	7,924.50	30.68	8,283.60		
	Tack Coat (0.08 Gal/SY)	3.23 TN	1,049.75	260.00	839.80	267.00	862.41	269.50	870.49	281.75	910.05		
	Sign - NO PARKING (R-8-3) 12" x 18"	6+ EA	240.00	60.00	360.00	65.00	390.00	57.20	343.20	68.31	409.86		
	Sign - STOP (R1-1) 30" x 30"	1+ EA	75.00	115.00	115.00	120.00	120.00	110.55	110.55	127.08	127.08		
	Sign - DEAD END (W14-1) 24" x 24"	1+ EA	45.00	118.00	118.00	122.00	122.00	112.75	112.75	117.59	117.59		
	Pavement Marking (6" Yellow Thermoplastic)	779+ LF	1,051.65	.54	420.66	.55	428.45	.48	373.92	.75	584.25		
	Integral Concrete Curb Type II-A	285+ LF	1,211.25	3.40	969.00	2.92	832.20	2.95	840.75	3.08	877.80		
	Plain Concrete Pavement 9"	350+ SY	8,750.00	20.25	7,087.50	21.60	7,560.00	21.78	7,623.00	22.77	7,969.50		
	SUBTOTAL OF ALTERNATE #1		98,159.90		105,236.01		107,380.91		109,479.01		115,879.88		
	TOTAL BASE BID & ALT. NO. 1		342,493.10		383,207.37								
	ALTERNATE #2 - DISC DRIVE (DELETE)												
	Common Excavation	1,343+CY	2,543.30	1.52	2,041.36	2.00	2,686.00	2.97	3,988.71	4.00	5,372.00		
	Concrete Curb & Gutter Type II-B	1,662+LF	6,564.90	8.25	13,711.50	8.63	14,343.06	8.69	14,442.78	9.11	15,140.82		
	Compacted Aggregate Type "0" No. 53 (To be used under curbs)	182+ TN	1,547.00	8.00	1,456.00	6.37	1,159.34	6.60	1,201.20	6.90	1,255.80		
	Asphalt Base No. 5 D (880 #/SY)	1,812+TN	42,582.00	24.50	44,394.00	24.74	44,828.88	24.97	45,245.64	26.11	47,311.32		
	Asphalt Binder No. 9 (220 #/SY)	453+ TN	11,438.25	25.25	11,438.25	25.60	11,596.80	25.83	11,700.99	27.00	12,231.00		
	Asphalt Surface State Mix 11-B (110#/SY)	226+ TN	6,350.60	28.75	6,497.50	29.08	6,572.08	29.35	6,633.10	30.68	6,933.68		
	Tack Coat (0.08 Gal/SY)	2.73+ TN	887.25	260.00	709.80	267.00	728.91	269.50	735.74	281.75	769.18		
	Sign - NO PARKING (R-8-3) 12" x 18"	4+ EA	160.00	60.00	240.00	65.00	260.00	59.40	237.60	68.31	273.24		
	Sign - STOP (R1-1 30" x 30")	1+ EA	75.00	115.00	115.00	120.00	120.00	110.55	110.55	127.08	127.08		
	Sign - DEAD END (W14-1) 24" x 24"	1+ EA	45.00	118.00	118.00	122.00	122.00	112.48	112.48	117.59	117.59		
	Pavement Marking (6" Yellow Thermoplastic)	553+ LF	746.55	.54	298.62	.55	304.15	.48	265.44	.75	414.75		
	Integral Concrete Curb Type II-A	285+ LF	1,211.25	3.40	969.00	2.92	832.20	2.95	840.75	3.08	877.80		
	Plain Concrete Pavement 9"	350+ SY	8,750.00	20.25	7,087.50	21.60	7,560.00	21.78	7,623.00	22.77	7,969.50		
	SUBTOTAL OF ALTERNATE #2		82,901.10		89,076.53		91,113.42		93,137.98		98,793.176		
	TOTAL COST OF STREETS		425,394.20		472,283.90		491,431.53		492,451.71		533,645.95		

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE III
STREET LIGHTINGRES. NO. 74 - 150-2
E.D.A. NO. 06-01-02027

CONTRACTOR		ENGINEER/CDP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.	JOHN DEHNER, INC.	BERCOT, INC.								
NON-COLLUSION AFFIDAVIT														
LEGAL STATUS OF BIDDERS														
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MINORITY FEMALE STATEMENT														
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CERTIFICATION OF NON - SEGREGATED FACILITIES														
ITEM NO.	DESCRIPTION	BASE BID	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	35' Bronze Aluminum Twin Pole		12+ EA	10,320.00	1,170.00	14,040.00	1,824.00	21,888.00	1,155.00	13,860.00	1,290.00	15,480.00		
	250 Watt HPS Luminaire & Lamp		24+ EA	10,200.00	567.00	13,608.00	347.00	8,328.00	459.90	11,037.60	366.00	8,784.00		
	400 Watt HPS Luminaire & Lamp		11+ EA	4,675.00	581.00	6,391.00	347.00	3,817.00	467.25	5,139.75	366.00	4,026.00		
	35' Bronze Aluminum Pole		11+ EA	9,075.00	1,080.00	11,880.00	1,575.00	17,325.00	1,155.00	12,705.00	1,674.00	18,414.00		
	2' x 2' x 6' Concrete Foundation wih Entry	Sleeves & Grounding	23+ EA	18,975.00	355.00	8,165.00	175.00	4,025.00	493.50	11,350.50	185.00	4,255.00		
	3-1/1C #4 AWG Copper Wire in Trench or Conduit		4,350+ LF	11,962.50	2.45	10,657.50	1.80	7,830.00	2.00	8,700.00	1.90	8,265.00		
	2" Conduit in Place		1,000+ LF	10,500.00	1.85	1,850.00	.80	800.00	3.78	3,780.00	.85	850.00		
	Trench in Earth 24" Deep		3,000+ LF	3,750.00	2.05	6,150.00	.59	1,770.00	1.05	3,150.00	.63	1,890.00		
	2-1/C #12 Stranded Copper in Light Supports		2,100+ LF	840.00	.21	441.00	.07	147.00	.19	399.00	.07	147.00		
	Fused Connector		46+ EA	333.50	33.75	1,552.50	18.75	862.50	24.68	1,135.28	20.00	920.00		
	Unfused Connector		23+ EA	149.50	22.90	526.70	1.85	42.55	21.00	483.00	1.96	45.08		
	Grounding Lug		23+ EA	52.90	110.95	251.85	2.31	53.13	4.20	96.60	1.52	34.96		
	10' Riser Section		1+ EA	45.00	51.90	51.90	347.00	347.00	126.00	126.00	366.00	366.00		
	Compression Connector		75+ EA	300.00	15.23	1,142.25	3.10	232.50	4.62	346.50	3.28	246.00		
	SUBTOTAL OF BASE BID			81,178.40		76,707.70		67,467.68		72,309.23		63,723.04		
	ALTERNATE #1 - MATRIX WAY													
	35' Bronze Aluminum Pole		8+ EA	6,600.00	1,170.00	9,360.00	1,575.00	12,600.00	1,155.00	9,240.00	1,674.00	13,392.00		
	250 Watt HPS Luminaire & Lamp		8+ EA	3,400.00	567.00	4,536.00	347.00	2,776.00	459.90	3,679.20	366.00	2,928.00		
	2' x 2' x 6' Concrete Foundation with Entry	Sleeves and Grounding	8+ EA	2,600.00	355.00	2,840.00	175.00	1,400.00	493.50	3,948.00	185.00	1,480.00		
	3-1/C #4 AWG Copper Wire in Trench or Conduit		1,250+ LF	3,437.50	2.45	3,062.50	1.80	2,250.00	2.00	2,500.00	1.90	2,375.00		
	2" Conduit in Place		150+ LF	1,575.00	1.85	277.50	.80	120.00	3.78	567.00	.85	127.50		
	Trench in Earth - 24" Deep		1,025+ LF	1,281.25	2.05	2,101.25	.59	604.75	1.05	1,076.25	.63	645.75		
	2 1/C #12 AWG Wire in Light Supports		600+ LF	240.00	.21	126.00	.07	42.00	.19	114.00	.07	42.00		
	Fused Connector		16+ EA	116.00	33.75	540.00	18.75	300.00	24.68	394.88	20.00	320.00		
	Unfused Connector		8+ EA	52.00	22.90	183.20	1.85	14.80	21.00	168.00	1.96	15.68		
	Grounding Lug		8+ EA	18.40	10.95	87.60	2.31	18.48	4.20	33.60	1.52	12.16		
	Compression Connector		24+ EA	96.00	15.23	365.52	31.10	74.40	4.62	110.88	3.28	78.72		
	SUBTOTAL OF ALTERNATE #1			19,416.15		23,479.57		20,200.43		21,831.81		21,416.81		
	TOTAL BASE BID & ALT. NO 1.			100,594.55		100,187.27								
	ALTERNATE #2 - DISC DRIVE (DELETE)													
	35' Bronze Aluminum Pole		7+ EA	5,775.00	1,170.00	8,190.00	1,575.00	11,025.00	1,155.00	8,085.00	1,674.00	11,718.00		
	250 Watt HPS Luminaire & Lamp		7+ EA	2,975.00	567.00	3,969.00	347.00	2,429.00	459.90	3,219.30	366.00	2,562.00		
	2' x 2' x 6' Concrete Foundation with Entry	Sleeves & Grounding	7+ EA	2,275.00	355.00	2,485.00	175.00	1,225.00	493.50	3,454.50	185.00	1,295.00		
	3 1/C #4 AWG Copper Wire in Trench or Conduit		1,100+ LF	3,025.00	2.45	2,695.00	1.80	1,980.00	2.00	2,200.00	1.90	2,090.00		
	2" Conduit in Place		125+ LF	1,312.50	1.85	231.25	.80	100.00	3.78	472.50	.85	106.25		
	Trench in Earth - 24" Deep		900+ LF	1,125.00	2.05	1,845.00	.59	531.00	1.05	945.00	.63	567.00		
	2 1/C #12 AWG Wire in Light Supports		525+ LF	210.00	.21	110.25	.07	36.75	.19	99.75	.07	36.75		
	Fused Connection		14+ EA	101.50	33.75	472.50	18.75	262.50	24.68	345.52	20.00	280.00		
	Unfused Connector		7+ EA	45.50	22.90	160.30	1.85	12.95	21.00	147.00	1.96	13.72		
	Grounding Lug		7+ EA	16.10	10.95	76.65	2.31	16.17	4.20	29.40	1.52	10.64		
	Compression Connector		21+ EA	84.00	15.23	319.83	31.10	65.10	4.62	97.02	3.28	68.88		
	SUBTOTAL OF ALTERNATE #2			16,944.60		20,554.78		17,683.47		19,094.99		18,748.24		
	TOTAL COST OF STREET LIGHTING			117,539.15		120,742.05		105,351.58		113,236.03		103,888.09		
	TOTAL COST OF PHASE III (STORM SEWER, STREETS, STREET LTG.)			862,173.35		856,328.45		860,850.61		876,222.62		914,984.04		
	TOTAL COST OF PHASE III BASE BID & ALT. NO. 1			703,452.65										

* CORRECTED

[illegible]

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE V
LANDSCAPINGRES. NO. 74 - 150-2
E.D.A. NO. 06-01-02027

CONTRACTOR			ENGINEER/COPESTIM.		FLEMING EXC., INC.		T-G EXCAVATING, INC.		JOHN DEHNER, INC.		BERCOT, INC.				
NON-COLLUSION AFFIDAVIT															
LEGAL STATUS OF BIDDERS															
BID BOD															
MBE / WBE STATEMENT															
MINORITY FEMALE STATEMENT															
EQUAL EMPLOYMENT STATEMENT															
FINANCIAL STATEMENT															
CERTIFICATION OF NON - SEGREGATED FACILITIES															
ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	BASE BID														
	Demolition of Existing Farm Structures	LS	3,000.00	9,064.00	9,064.00	16,000.00	16,000.00	12,100.00	12,100.00	9,280.00	9,280.00				
	Selective pruning & removal of vegetation, debris, fences & trash from site	LS	3,000.00	20,000.00	20,000.00	8,000.00	8,000.00	31,000.00	31,000.00	31,600.00	31,600.00				
	Stripping & Respreading of Topsoil	6,456 CY	6,456.00	1.57	10,135.92	3.15	20,336.40	2.75	17,754.00	3.50	22,596.00				
	Spillway Weir 1-74	LS	4,000.00	7,895.00	7,895.00	14,823.00	14,823.00	19,140.00	19,140.00	16,005.00	16,005.00				
	Concrete Headwall 2-74	LS	4,000.00	10,725.00	10,725.00	17,306.00	17,306.00	23,320.00	23,320.00	22,543.00	22,543.00				
	South Sign Wall	LS	4,000.00	3,750.00	3,750.00	7,468.00	7,468.00	6,050.00	6,050.00	6,712.00	6,712.00				
	North Sign Wall	LS	14,873.00	5,850.00	5,850.00	23,974.00	23,974.00	27,500.00	27,500.00	27,784.00	27,784.00				
	5' Wide Concrete Path	3,700 LF	29,600.00	9.40	34,780.00	8.42	31,154.00	8.25	30,525.00	9.20	34,040.00				
	Concrete Bench Pad	6 EA	276.00	200.00	1,200.00	123.00	738.00	220.00	1,320.00	300.00	1,800.00				
	Spillway Erosion Blanket	1,555 SY	12,440.00	9.65	15,005.75	9.47	14,725.85	12.00	18,660.00	13.80	21,459.00				
	Pond Shoreline Erosion Control Mat 4' Wide	3,790 LF	3,790.00	.79	2,994.10	.76	2,880.40	1.10	4,169.00	1.15	4,358.50				
	Gravel Beach 6" Thick w/Soil Separator	3,725 SY	11,175.00	5.85	21,791.25	5.67	21,120.75	9.90	36,877.50	10.41	38,777.25				
	6' Bench	6 EA	3,300.00	835.00	5,010.00	713.00	4,278.00	880.00	5,280.00	650.00	3,900.00				
	Trash Receptacle	3 EA	1,200.00	600.00	1,800.00	440.00	1,320.00	550.00	1,650.00	450.00	1,350.00				
	Tree Transplanting	20+ EA	2,000.00	280.00	5,600.00	270.00	5,400.00	68.48	1,369.60	73.60	1,472.00				
	Floating Fountain & Fountain Unit Allowance	1 EA	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00				
	Floating Fountain: Labor & Materials to Install	LS	1,000.00	4,000.00	4,000.00	1,958.00	1,958.00	3,000.00	3,000.00	975.00	975.00				
	Seed Mix I	10.13 AC	10,130.00	1,235.00	12,510.55	1,200.00	12,156.00	1,605.00	16,258.65	1,725.00	17,474.25				
	Seed Mix II	3.2 AC	12,800.00	2,450.00	7,840.00	2,365.00	7,568.00	1,070.00	3,424.00	1,150.00	3,680.00				
	Seed Mix III	68.84 AC	68,840.00	1,235.00	85,017.40	1,185.00	81,575.40	1,498.00	103,122.32	1,610.00	110,832.40				
	Seed Mix IV	.32 AC	320.00	1,400.00	448.00	1,465.00	468.80	1,498.00	479.36	1,610.00	515.20				
	Red Maple 3"	21 EA	4,494.00	395.00	8,295.00	384.00	8,064.00	341.33	7,167.93	366.85	7,703.85				
	Cockspur Thorn 9'	41 EA	5,986.00	252.00	10,332.00	245.00	10,045.00	147.66	6,054.06	158.70	6,506.70				
	White Ash 2½"	9 EA	1,530.00	213.00	1,917.00	207.00	1,863.00	232.19	2,089.71	249.55	2,245.95				
	Serviceberry 6'	20 EA	2,000.00	146.00	2,920.00	142.00	2,840.00	156.22	3,124.40	167.90	3,358.00				
	Green Ash 2½"	21 EA	3,570.00	213.00	4,473.00	207.00	4,347.00	219.35	4,606.35	235.75	4,950.75				
	Zumi Crab 6'	56 EA	5,600.00	101.00	5,656.00	98.00	5,488.00	136.96	7,669.76	147.20	8,243.20				
	London Plan 2½"	8 EA	1,264.00	247.00	1,976.00	240.00	1,920.00	207.58	1,660.64	223.10	1,784.80				
	Cottonwood 2½"	17 EA	1,360.00	180.00	3,060.00	174.00	2,958.00	173.34	2,946.78	186.30	3,167.10				
	Red Oak 4½"	52 EA	19,344.00	639.00	33,228.00	621.00	32,292.00	598.13	31,102.76	642.85	33,428.20				
	Redbud 6'	19 EA	2,090.00	101.00	1,919.00	98.00	1,862.00	144.45	2,744.55	155.25	2,949.75				
	Niobe Willow 2½"	21 EA	2,625.00	180.00	3,780.00	174.00	3,654.00	222.56	4,673.76	239.20	5,023.20				
	Austrian Pine 6'	19 EA	2,565.00	180.00	3,420.00	174.00	3,306.00	144.49	2,175.31	123.05	2,337.95				
	Austrian Pine 9'	9 EA	2,025.00	291.00	2,619.00	283.00	2,547.00	364.87	3,283.83	392.15	3,529.35				
	Austrian Pine 12'	5 EA	1,800.00	403.00	2,015.00	392.00	1,960.00	450.47	2,252.35	484.15	2,420.75				
	Bald Cypress 5"	12 EA	3,600.00	583.00	6,996.00	567.00	6,804.00	485.78	5,829.36	522.10	6,265.20				
	Froebel Spirea 15-18"	498 EA	6,225.00	20.15	10,034.70	20.00	9,960.00	19.26	9,591.48	20.70	10,308.60				
	Arrowwood 36"	233 EA	3,378.50	23.55	5,487.15	23.00	5,359.00	24.61	5,734.13	26.45	6,162.85				
	Pin Oak 3½"	10 EA	2,700.00	470.00	4,700.00	458.00	4,580.00	406.60	4,066.00	437.00	4,370.00				
	White Waterlily	480 EA	288.00	12.35	5,928.00	12.00	5,760.00	9.74	4,675.20	10.47	5,025.60				
	Water Iris	200 EA	140.00	12.35	2,470.00	12.00	2,400.00	7.67	1,534.00	8.25	1,650.00				
	Spatterdock	50 EA	30.00	12.35	617.50	12.00	600.00	9.05	452.50	9.73	486.50				
	Pickereel Plant	165 EA	330.00	12.35	2,037.75	12.00	1,980.00	9.84	1,623.60	10.58	1,745.70				
	Giant Bur Reed	285 EA	199.50	12.35	3,519.75	12.00	3,420.00	7.49	2,134.65	8.05	2,294.25				
	Red Oak Liners	200 EA	200.00	4.50	900.00	4.40	880.00	14.98	2,996.00	16.10	3,220.00				
	White Ash Liner	200 EA	200.00	4.50	900.00	4.40	880.00	14.98	2,996.00	16.10	3,220.00				
	Green Ash Liners	200 EA	200.00	4.50	900.00	4.40	880.00	14.98	2,996.00	16.10	3,220.00				
	Black Cherry Liners	200 EA	200.00	4.50	900.00	4.40	880.00	14.98	2,996.00	16.10	3,220.00				
	Staghorn Sumac Liners	100 EA	100.00	2.25	225.00	2.20	220.00	14.98	1,498.00	16.10	1,610.00				
	Grey Dogwood Liners	100 EA	100.00	2.25	225.00	2.20	220.00	14.98	1,498.00	16.10	1,610.00				
	SUBTOTAL OF BASE BID		277,344.00		403,867.82		428,219.60		502,172.54		526,211.85				

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE V
LANDSCAPING (CONTINUED)

RES. NO. 74 - 150-2
E.D.A. NO. 06-01-02027

CONTRACTOR				ENGINEER/CDP ESTIM.		FLEMING EXC., INC.		T-G EXCAVATING, INC.		JOHN DEHNER, INC.		BERCOT, INC.			
NON-COLLUSION AFFIDAVIT															
LEGAL STATUS OF BIDDERS															
BID BOD															
MBE / WBE STATEMENT															
MINORITY FEMALE STATEMENT															
EQUAL EMPLOYMENT STATEMENT															
FINANCIAL STATEMENT															
CERTIFICATION OF NON - SEGREGATED FACILITIES															
ITEM NO.	DESCRIPTION			UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	ALTERNATE #1														
	Stripping and Respreding of Topsoil			485 CY	485.00	1.57	761.45	3.15	1,527.75	2.75	1,333.75	3.50	1,697.50		
	Street Sign Bollards			2 EA	6,600.00	1,865.00	3,730.00	2,716.00	5,432.00	2,310.00	4,620.00	5,375.00	10,750.00		
	Seed Mix I			4361 SY	3,052.70	.28	1,221.08	.27	1,177.47	.31	1,351.91	.33	1,439.13		
	White Ash 2½"			30 EA	5,100.00	213.00	6,390.00	207.00	6,210.00	232.19	6,965.70	249.55	7,486.50		
	Red Oak 3"			17 EA	4,675.00	395.00	6,715.00	384.00	6,528.00	374.50	6,366.50	402.50	6,842.50		
	Zumi Crab 6'			14 EA	1,400.00	101.00	1,414.00	98.00	1,372.00	136.96	1,917.44	147.20	2,060.80		
	Froebel Spirea 15-18"			465 EA	5,812.50	20.15	9,369.75	19.60	9,114.00	19.26	8,955.90	20.70	9,625.50		
	SUBTOTAL				27,125.20		29,601.28		31,361.22		31,511.20		39,901.93		
	TOTAL BASE BID & ALT. NO. 1				304,469.20		433,469.10								
	CREDITS FROM BASE BID QUANTITIES														
	Seed Mix III			1.86 AC	1,860.00	1,232.00	2,291.52	1,100.00	2,046.00	1,498.00	2,786.28	1,400.00	2,604.00		
	SUBTOTAL OF ALTERNATE #1				25,265.20		27,309.76		29,315.22		28,724.92		37,297.93		
	ALTERNATE #2 (DELETE)														
	Stripping & Respreding of Topsoil			492 CY	492.00	1.57	772.44	3.15	7,549.80	2.75	1,353.00	3.50	1,722.00		
	Street Sign Bollards			2 EA	6,600.00	1,865.00	3,730.00	2,716.00	5,432.00	2,310.00	4,620.00	5,375.00	10,750.00		
	5' Wide Concrete Path			760 LF	6,080.00	9.40	7,144.00	8.42	6,399.20	8.25	6,270.00	9.20	6,992.00		
	Seed Mix I			4,428 SY	3,099.60	.28	1,239.84	.27	1,195.56	.33	1,461.24	.36	1,594.08		
	Whiteash 2½"			24 EA	4,080.00	213.00	5,112.00	207.00	4,968.00	232.19	5,572.56	249.55	5,989.20		
	Red Oak 3"			17 EA	4,675.00	395.00	6,715.00	384.00	6,528.00	374.50	6,366.50	402.50	6,842.50		
	Zumi Crab 6'			14 EA	1,400.00	101.00	1,414.00	98.00	1,372.00	136.96	1,917.44	147.20	2,060.80		
	Froebel Spirea 15-18"			465 EA	5,812.50	20.15	9,369.75	19.60	9,114.00	19.26	8,955.90	20.70	9,625.50		
	SUBTOTAL				32,239.10		35,497.03		42,558.56		36,516.64		45,576.08		
	Seed Mix III			1.55 AC	1,550.00	1,232.00	1,909.60	1,100.00	1,705.00	1,498.00	2,321.90	1,400.00	2,170.00		
	Red Oak 4½ "			3 EA	1,116.00	640.00	1,920.00	570.00	1,710.00	598.30	1,749.90	559.00	1,677.00		
	SUBTOTAL OF ALTERNATE #2				29,573.10		31,667.43		39,143.56		32,444.84		41,729.08		
	TOTAL COST OF PHASE V (LANDSCAPING)				334,042.30		462,845.01		490,680.38		563,341.30		605,238.86		
									</						

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE VI
OFFSITE DITCH

RES. NO. 74 - 150-2
E.D.A. NO. 06-01-02027

CONTRACTOR

NON-COLLUSION AFFIDAVIT

LEGAL STATUS OF BIDDERS

BID BOD

MBE / WBE STATEMENT

MINORITY FEMALE STATEMENT

EQUAL EMPLOYMENT STATEMENT

FINANCIAL STATEMENT

CERTIFICATION OF NON - SEGREGATED FACILITIES

[illegible]

BILL NO. S-85-03-32

REPORT OF THE COMMITTEE ON FINANCE

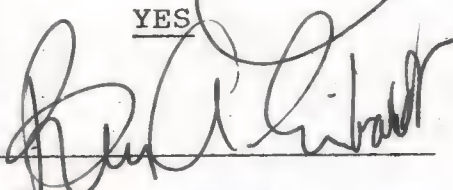
WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) XXXXXXX awarding a Contract by and
between the City of Fort Wayne, Indiana, through its Board of Public
Works and Safety and Fleming Excavating, Inc., for the development
of Summit Park

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~) XXXXXXX DO PASS DO NOT PASS WITHDRAWN ~~XXXXXX~~

YES

NO



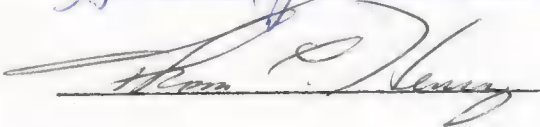
BEN A. EISBART
CHAIRMAN



JANET G. BRADBURY
VICE CHAIRWOMAN



SAMUEL J. TALARICO



THOMAS C. HENRY

JAMES S. STIER

CONCURRED IN 3-26-85

SANDRA E. KENNEDY
CITY CLERK

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

0-85-03-32

DEPARTMENT REQUESTING ORDINANCE Board of Public Works and Safety

SYNOPSIS OF ORDINANCE An Ordinance awarding a Contract by and between
the City of Fort Wayne, Indiana, through its Board of Public Works
and Safety and Fleming Excavating, Inc., for the development of Summit
Park.

EFFECT OF PASSAGE Summit Park will attract commercial offices, light
manufacturing and research and development activities.

EFFECT OF NON-PASSAGE Opposite of the above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$1,481,662.22

ASSIGNED TO COMMITTEE (PRESIDENT) _____

Invitation For Bids/Award of Contract*
(FEDERALLY-ASSISTED Construction)

Page 1 of 1

PROJECT: Summit Industrial Park

CONTRACT #: Res. # 74-150-2

E.D.A. # 06-01-02027

CONTENTS

Check if Contained

Pages

<input checked="" type="checkbox"/>	1	COVER SHEET
	II -- III	INSTRUCTION TO BIDDERS
	SI	SCHEDULE
<input checked="" type="checkbox"/>		SCHEDULE OF ITEMS
	GP1 -- GP17	GENERAL PROVISIONS
	GPA1 -- GPA6	FEDERAL LABOR STANDARDS PROVISIONS
		SPECIAL CONDITIONS
		PLANS AND SPECIFICATIONS
		DRAWINGS
<input checked="" type="checkbox"/>		MBE/WBE
<input checked="" type="checkbox"/>		Minority Female

ATTACHMENTS

<input checked="" type="checkbox"/>		CERTIFICATION OF NON-SEGREGATED FACILITIES			
<input checked="" type="checkbox"/>		NON-COLLUSION AFFIDAVIT			
		BIDDER'S BOND			
		STATE BOARD OF ACCOUNTS FORM 96-A			
<input checked="" type="checkbox"/>		CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A			
		PREVAILING WAGE SCALE - STATE OF INDIANA			
		FEDERAL WAGE SCALE			
<input checked="" type="checkbox"/>		PAYMENT BOND			
<input checked="" type="checkbox"/>		WARRANTY BOND (Labor / Material)			
<input checked="" type="checkbox"/>		Clean Air			
DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)		10 CALENDAR DAYS <u>0.44</u> %	20 CALENDAR DAYS <u>0.22</u> %	30 CALENDAR DAYS <u>N/A</u> %	OTHER <u>N/A</u> %
ACKNOWLEDGEMENT OF AMENDMENTS		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
<i>Allen Fleming</i> , Pres		1	Feb 6 1985		
		2	Feb 19 1985		

* * * * *

BID SUBMITTED

Fleming Excavating, Inc.

Contractor

By: *Allen Fleming*, Pres.

Attest: *Robert J. Ingh*

Its: Secretary

Offer

Date: February 27, 1985

Bidder agrees to keep bid open for acceptance for 90 (90 days unless otherwise specified)

COMPLIANCE: 3/15/85

O.C. 2/85

B.O.W. FED.

*NOTE: AWARD WILL BE MADE ON THIS FORM.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS AND SAFETY

CITY OF FORT WAYNE

MAYOR

AWARD DATE: _____

NOTICE OF AWARD

TO: Fleming Excavating, Inc.
R.R. #3, Box 245 A
Decatur, IN 46773

PROJECT DESCRIPTION Summit Industrial Park

Res. No. 74-150-2, E.D.A. Project No. 06-01-02027

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated Jan. 18, 25 & Feb. 8, 15 1985, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 1,481,662.22.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 13th day of March, 1985.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By Fleming Excavating, Inc.

this the 14 day of March

198 5.

By Allen F. Fleming

Title President

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester
David J. Kiester, Director
of Public Works

Cosette R. Simon, Director
of Administration & Finance

Lawrence D. Consalvos
Lawrence D. Consalvos, Director
Public Safety

AGREEMENT

This Agreement made and entered into this ____ day of _____
198____, by and between the City of Fort Wayne, hereinafter called OWNER,
and Fleming Excavating, Inc.
hereinafter called CONTRACTOR, in consideration of the mutual covenants
hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

"Summit Industrial Park"
EDA Project No. 06-01-02027

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within two hundred seventy (270) days after the date when the Contract Time commences to run.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred fifty (\$250.00) Dollars for each day that expires after the time specified in Paragraph 2.1 for completion until the Work is complete. The liquidated damages charged shall be deducted from the Contractor's Progress Payments.

2.3 In addition to liquidated damages, all engineering and inspection costs incurred after the specified completion date shall be paid by the Contractor to the OWNER prior to final payment authorization. Charges shall be made at such times and in such amounts as the Engineer shall invoice the OWNER, Provided, however, said charges shall be in accordance with the Engineer's current rate schedule at the time the costs are incurred. The engineering and inspection costs incurred after the specified completion date shall be deducted from the Contractor's Progress Payments.

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents.

ARTICLE 4. PAYMENT PROCEDURES

Progress payments and retainage under this Contract are governed by the provisions of PA 1980, No. 524 (MCLA 125.1561 et seq.). That Act is incorporated herein by reference and made a part of this Contract. Without excluding any provisions of the Act from this Contract, but in order to comply therewith and summarize certain provisions, the following shall apply:

4.1 The person representing the CONTRACTOR who will submit written results for progress payments shall be: Gregory Fleming, Vice Pres.

4.2 The person representing the OWNER to whom requests for progress payments are to be submitted shall be: RALPH C. FERTRIEDE, Project ENGINEER

4.3 The CONTRACTOR's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following presentations:

5.1 CONTRACTOR has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

5.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications and which have been identified in the Supplemental General Conditions.

5.3 CONTRACTOR has made or caused to be made examinations, investigations tests and studies of such reports and related data in addition to those referred to in Paragraph 5.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

5.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

5.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

6.1 Bidding Requirements (including the Advertisement for Bids, Instructions to Bidders, Proposal, Legal Status of Bidder, and other Documents listed in the Table of Contents thereof).

6.2 This Agreement

6.3 Performance and Other Bonds

6.4 Notice of Award

6.5 Notice to Proceed (if issued)

6.6 Conditions of the Contract (including General Conditions, Supplemental General Conditions and EDA Supplemental General Conditions).

6.7 Specifications bearing the title "Summit Industrial Park."

6.8 Plans consisting of sheets numbered 1 through 74 inclusive with each sheet bearing the following general title: "Summit Industrial Park."

6.9 Addenda numbers 1 to 2, inclusive.

6.10 Documentation submitted by CONTRACTOR prior to Notice of Award.

LEGAL STATUS
OF BIDDER

This proposal is submitted in the name of:

(Print) Fleming Excavating, Inc.

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street RR#3 Box 245A

City Decatur

State Indiana Zip Code 46733

The undersigned hereby declares that he has legal status checked below:

- () INDIVIDUAL
- () INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- () CO-PARTNERSHIP
The Assumed name of the Co-Partnership is registered in the County
of Indiana
- (X) CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF
Indiana. The Corporation is
- (X) LICENSED TO DO BUSINESS IN INDIANA
- () NOT NOW LICENSES TO DO BUSINESS IN INDIANA

The name, titles and home addresses of all person who are officers or Partners in the organization are as follows:

NAME AND TITLE:

HOME ADDRESS

Allen Fleming, President

RR#3 Decatur, IN 46733

Gregory Fleming, Vice Pres.

RR#3 Decatur, IN 46733

Signed and sealed this 27th day of February, 1985.

By Allen Fleming
(Signature)

Allen Fleming
Printed Name of Signer

President
Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

Fleming Excavating, Inc.

(Name of Contractor)

RR#3 Box 245A Decatur, IN 46733

(Address of Contractor)

a corporation hereinafter called Principal,

and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of One million, four hundred eighty-one thousand, six hundred sixty-two and twenty two cents Dollars (\$^{1,481,662.22}) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City of Fort Wayne, Indiana, dated the 19th day of March, 1985, for construction of:

"SUMMIT INDUSTRIAL PARK"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts,
(number)
each one of which shall be deemed an original, this 19th day of March
1985.

ATTEST:

Roberta D. Isch
(Principal) Secretary

[SEAL]

Gregory A. Fleming V.Pres.
(Witness as to Principal)

RR#3
(Address)

Decatur, IN 46733

ATTEST:

Roy M. White
(Surety) Secretary

[SEAL]

Becky Steinacker
Witness as to Surety

5010 Bowser Street
(Address)

Fort Wayne, IN 46806

Fleming Excavating, Inc.

(Principal)

By Allen F. Fleming Pres. [S]

RR#3 Box 245A

(Address)

Decatur, IN 46733

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Surety)

Steve Reith
By: Attorney-In-Fact, Steve Reith
2200 Lake Avenue, Suite 105, Box 5759
Fort Wayne, IN 46895
(Address)

NOTE: Date of Bond ust not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

No. 219-043- 00020

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint _____

STEVE REITH

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF NOT TO EXCEED THE PENAL SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000).

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its assistant secretary, and its corporate seal to be hereto affixed this 1ST day of SEPTEMBER, 1983.



EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

By

R. D. Farnsworth

Vice President

Attest:

Daniel J. Borrell

Assistant Secretary

STATE OF WISCONSIN)

) ss.

COUNTY OF MARATHON)

On this 1ST day of SEPTEMBER

R. D. Farnsworth

, 1983, before me personally came

and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Donna Lutzow

Donna Lutzow

NOTARY PUBLIC

STATE OF WISCONSIN

MY COMMISSION IS PERMANENT

Notary Public

CERTIFICATE

STATE OF WISCONSIN)

CITY OF WAUSAU) ss.

COUNTY OF MARATHON)

I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK, remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 19th day of March, 1985.

D. J. Borrell

Assistant Secretary



NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, CALL TOLL FREE (800) 896-1601 (IN WISCONSIN CALL (920) 472-0041)

WARNING
THIS IS NOT A VALID POWER OF ATTORNEY IF THIS STATEMENT DOES NOT APPEAR IN RED INK

LABOR and MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that:

Fleming Excavating, Inc.

(Name of Contractor)

RR#3 Box 245A Decatur, IN 46733

(Address of Contractor)

a Corporation, hereinafter called Principal, and

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of One million four hundred eighty-one thousand, six hundred sixty two 22/100 Dollars (\$1,481,662.22), (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 19th day of March 1985, for the construction of:

"SUMMIT INDUSTRIAL PARK"

all according to City of Fort Wayne's Bid Specifications, Drawing No. SY11134, Sheets 1 through 74 and special provisions.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equip-

ment, and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each
(Number)

one of which shall be deemed an original, this 19th day of March,
198 5.

ATTEST:

Roberta D. Isch
(Principal) Secretary

[SEAL]

Fleming Excavating, Inc.

Allen F. Fleming Pres
Principal

By Allen Fleming, President [S]

RR#3 Box 245A

Decatur, IN 46733
Address

Gregory A. Fleming V. Pres.
(Witness as to Principal)
RR#3
Decatur, IN 46733
(Address)

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

Surety

By Steve Reith
Attorney-in-Fact Steve Reith

ATTEST:

Ray M. White
(Surety) Secretary

[SEAL]

Becky Steinacker
Witness as to Surety

5010 Bowser Street
(Address)

Fort Wayne, IN 46806

2200 Lake Avenue, Suite 105, Box 5759
Address

Fort Wayne, IN 46895

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Indiana)
) SS
COUNTY OF Adams)

Allen Fleming, being first duly sworn, deposes and says that:

- (1) He/~~she~~ is President of Fleming Excavating, Inc. the Bidder that has submitted the attached Bid:
- (2) He/~~she~~ is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner
Ft. Wayne, Indiana Board of Public Works & Safety.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Signed) Allen Fleming
(Title) President

Subscribed and sworn to before me this 27th day of February, 1985.

Roberta D. Isch
Roberta D. Isch

NCA-1 My Commission Expires: 1-25-89

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Allen Fleming, the _____
President of Fleming Excavating, Inc.
Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March, 1984, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its financial condition and am authorized to make this certificate on its behalf.

DATED: Feb. 27, 1985

Allen Fleming
Signature
President
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 27 day of February, 1985.

Roberta D. Isch
Notary Public Roberta D. Isch
Resident of Adams County

My Commission Expires:

1-25-89

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees, any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further, that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any Contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees, which are segregated by explicit directive or are in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods), he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers, is prescribed in 18 U.S. 1001.

DATE Feb. 27, 1985.

Fleming Excavating, Inc.

Name of Bidder

By

Allen F. Fleming

Title President

RR#3 Box 245A Decatur, IN Zip Code 46733
Official Address

By

Contractor:

Signature

It is the policy of Fleming Excavating, Inc.

(Company)

that equal employment opportunity be afforded to all qualified persons, without regard to race, religion, color, sex or national origin.

In support of this policy, we

will not discriminate against any employee, or applicant for employment, because of race, religion, color, sex or national origin.

The Fleming Excavating, Inc.

(Company)

will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include, but not be limited to:

Recruitment, advertising, or solicitation for employment,
hiring, placement, upgrading, transfer, or demotion of
pay, or other forms of compensation, layoffs, or termination.

Fleming Excavating, Inc.

Name of Company

Allen Fleming, Pres.

Signature of Company Official

February 27, 1985

Date

MBE/WBE STATEMENT
for
City of Fort Wayne, Indiana

"Summit Industrial Park Project"
Contract No. 74-150-2

Bid Date: 2/27/85

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross inapplicable provision).

For MBE specify percentage of minority ownership _____ %

For WBE specify percentage of women ownership _____ %

- B. _____ The undersigned certifies that they are joint venture in which the following (MBE/WBE) firm _____

(cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ % participation (employees) _____ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____ % (cross out inapplicable provision).

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Not confirmed at time of bid.		
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Not confirmed at time of bid.		
2. <u>BUNSOLO TRUCKING</u>	<u>F.W.</u>	<u>TRUCKING</u>
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

At this time, we anticipate trucking & concrete work to be sublet. We have ~~not~~ contacted MBE/WBE firms ~~in~~ in these areas - no decision has been made.

2. We have taken the following steps in an attempt to comply with these participation goals:

we will contact MBE/WBE firms by the time construction begins & anticipate meeting the 7% & 2% subcontract goals.

(attach additional sheets as necessary.)

CONTRACTOR Fleming Excavating, Inc.

CONTRACTOR

By

Allen J. Fleming

By

Title

President

Title

Minority/Female Statement
for
City of Fort Wayne, Indiana

"Summit Industrial Park Project"

Contract No. 74-150-2
Bid Date: 2/27/85

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 8 - 10 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

At this time our company does not have 17% of its
workforce being minority and/or female. For this job,
additional employees will probably not be required.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

If additional employees are required, minorities
and/or females will be solicited and considered for
employment on this job with the goal of 17% in mind.

USE OF NEWSPAPERS. ~~My company also~~ Contact Union Hall
for operating Engineers. My company also calls local schools
which offer construction trade training.
(attach additional sheets if necessary)

Contractor Fleming Excavating, Inc.

By Allen F. Fleming

Title President

Contractor to complete the following Certificate if equal employment statement and affirmative action program have been previously filed with the CITY OF FORT WAYNE. If contractor does not have such statements on file, they must be filed prior to submission of bids.

CERTIFICATE IN LIEU OF
EQUAL EMPLOYMENT STATEMENT AND
AFFIRMATIVE ACTION PROGRAM

I, Allen Fleming, the President
(name) (position)
of Fleming Excavating, Inc.
(company)

hereby certify:

1. That the Equal Employment Statement and the Affirmative Action Program of said Company, dated the 2nd day of March 19 84, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.
2. That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.
3. That said company is/is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

DATE: February 27, 1985

Allen Fleming
Signature

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Allen Fleming and acknowledged the execution of the foregoing as and for their/his voluntary act and deed for the uses and purposes therein contained.

Roberta D. Isch
Notary Public Roberta D. Isch
Adams County, Indiana
1/25/89

CERTIFICATION OF COMPLIANCE WITH THE CLEAN AIR
ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT
42 USC 7401 et seq., 33 USC 1251 et seq., E.O. 11738Name of Project: Summit Industrial ParkProject Number: 74-150-2Location: Ft. Wayne, Allen Co., Indiana
(City, county, state)

The UNDERSIGNED Certifies that:

- (a) it is either (1) ~~XXXXXX for financial assistance from the Economic Development Administration~~
(2) a bidder for a construction, service or supply contract to be entered into by the recipient of EDA
assistance for the purpose of accomplishing the project noted above, or (3) ~~XXXXXX for financial assistance~~
~~XXXXXX for financial assistance~~
- (b) as such, those facilities under its ownership, lease or supervision which will be utilized in the
accomplishment of the project noted above are not listed on the Environmental Protection Agency's
(EPA) List of Violating Facilities, pursuant to Section 15.20 of 40 CFR, Part 15; and
- (c) it will notify the Economic Development Administration, if the UNDERSIGNED is an applicant, or
notify the recipient of the EDA financial assistance, if the UNDERSIGNED is a bidder, of the receipt
of any communication from the Director of the EPA Office of Federal Activities indicating that a
facility to be utilized in the project is under consideration for listing on the EPA List of Violating
Facilities.

Allen Fleming, President
Signature and Title of Applicant's/
Contractor's/Subcontractor's Authorized Representative*

March 18, 1985
Date

for Fleming Excavating, Inc.~~XXXXXX Contractor/XXXXXX~~

ACKNOWLEDGEMENT

I, Gregory Fleming, as Vice President of
Fleming Excavating, Inc. do hereby certify that the foregoing officer who executed the
~~XXXXXX Contractor's/XXXXXX~~
certification has full authority to bind that entity. In witness whereof I set my hand and affix the (corporate,
state, county, or municipal)* seal this 18th day of March, 1985

Gregory A. Fleming, V. Pres.
Name and Title of Individual

SEAL

NOTE: The above acknowledgement must be executed by a different officer than the person who
signed above for the entity. HOWEVER, if such entity represents a single owner, or a proprietor-
ship, or a partnership, then the acknowledgement need not be executed.

• STRIKE OUT INAPPROPRIATE REFERENCES

USCOMM-DC 80-53538-P80

This form for Owner's Use

CA-1

Summary of Proposal

	Base Bid	Alternate #1	Alternate #2	Subtotals
<u>Phase I</u>				
Sanitary Sewers	\$ <u>105,645.00</u>	\$ <u>15,805.00</u>	✓ \$ <u>22,175.00</u>	✓ \$ <u>143,625.00</u> ✓
<u>Phase II</u>				
Water Main	\$ <u>28,725.00</u>	\$ <u>24,075.00</u>	✓ \$ <u>17,650.00</u>	✓ \$ <u>70,450.00</u> ✓
<u>Phase III</u>				
Storm Sewers				
Street				
Street Lighting	\$ <u>522,974.06</u>	\$ <u>167,260.58</u>	✓ \$ <u>166,093.81</u>	✓ \$ <u>856,328.45</u> ✓
<u>Phase IV</u>				
Detention Pond	\$ <u>186,000.00</u>	\$ <u>-0-</u>	\$ <u>-0-</u>	✓ \$ <u>186,000.00</u>
<u>Phase V</u>				
Sidewalk, Land- scaping, and Site Structures	\$ <u>403,867.82</u>	\$ <u>27,309.76</u>	✓ \$ <u>31,667.43</u>	\$ <u>462,845.01</u> ✓
Phases I through V			TOTAL	\$ <u>1,719,248.46</u>
Phase VI				
Offsite Ditch			TOTAL	\$ <u>17,500.00</u> ✓

O.K. 7.6.
2/26/85